

ADDENDUM TO CONTRACT

This Addendum is intended to revise the City of Boston Standard Contract General Conditions, Form CM 11 (and the Supplemental Information Technology Terms and Conditions) to be included in the Agreement between the City and Contractor.

WHEREAS, City and Contractor wish to amend the City of Boston Standard Contract General Conditions as to the following particulars only:

NOW, THEREFORE, the City and Contractor agree as follows:

1. Remove the following Articles:

(a) Article 2.3 & 7.2: as ownership of deliverables (software) shall remain with Open Counter and deliverables shall be licensed to City, as set for the in the Agreement.

(b) Articles: 3.1, 4.1; and first sentence of Sec. 8.1: as the terms and conditions performance, delivery, acceptance and payment are as established in the Agreement (and as more specifically described in the Statement of Work).

(c) Sections 8.2, and 9 as sufficiency of claims and resulting damages should be determined by a neutral trier of fact.

2. Revise the following Sections

a) Article 8.1; and paragraph B of Supplemental Information Technology Terms and Conditions: Remove the following from Sec. 8.1: "The City may deduct the cost of any substitute Contract or nonperformance or services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor." ; Remove the following from paragraph B of the Supplement: Remove the 2nd to last sentence in the 3rd paragraph, commencing with "Notwithstanding..." and ending with "....under a Contract."

b) Article 8.4: change "...corrected within a reasonable period of time" to read, "...corrected within a reasonable period of time, not to exceed thirty (30) days unless otherwise agreed, ..."

c) Article 10: Add the following qualification: "Notwithstanding the foregoing, an assignment for the purpose of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets be exempted from requirement of City approval, except for reasonable requests for documentation of such transactions."

Unless expressly modified herein, all of the terms and conditions set forth in the Agreement shall remain in full force and effect.